

EXHIBIT 1

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

DOUGLAS MASTERS, Individually and
on Behalf of All Other Similarly Situated,

Plaintiff

v.

TIME WARNER CABLE, INC.,

Defendant.

CIVIL ACTION NO.
1:12-cv-000451

SECOND DECLARATION OF ED TAGG

1. I am the Senior Director of Technical Operations for Time Warner Cable Inc.'s ("TWC") Central Texas operations, which includes Austin, Texas. The information below is based on my personal knowledge and a review of the business records of TWC. If called and sworn as a witness, I could and would competently testify thereto.

2. In my capacity as Senior Director of Technical Operations for TWC's Central Texas operations, I am familiar with Time Warner Cable's billing program and records for customer accounts.

3. Douglas Masters has been a Time Warner Cable customer since October 2009.

4. From October 2009 to present, Time Warner Cable has provided high-speed internet services to Mr. Masters.

5. A true and correct copy of the work order signed by Masters when he was installed with Time Warner Cable services in October 2009 (the "Work Order") is attached as Exhibit A.

6. In signing the Work Order, Mr. Masters acknowledged that he had been provided with a copy of Time Warner Cable's Residential Services Subscriber Agreement (the "Subscriber Agreement"), which included both an arbitration provision and a provision stating that TWC had the right to modify the terms of the Subscriber Agreement.

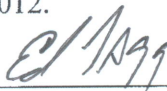
7. In 2010, TWC revised the Subscriber Agreement to, among other things, add an opt-out option to the arbitration provision, providing that customers had 30 days to opt-out of arbitration provision if they so wished. TWC informed Masters in a May 2010 billing statement about the revised Subscriber Agreement and specifically noted that the agreement included an arbitration clause and an opt-out option. A true and correct copy of the May 2010 billing statement sent to Masters is attached as Exhibit B (highlighting of relevant language on page 3 of the exhibit has been added).

8. The current and operative version of Time Warner Cable's Residential Services Subscriber Agreement (the "Subscriber Agreement") is available online at http://help.twcable.com/html/twc_sub_agreement.html. This site is available to current and prospective customers alike at all times. A true and correct copy of the current Subscriber Agreement is attached as Exhibit C.

9. Time Warner Cable maintains a list of all those that opt out of the arbitration clause contained in the Subscriber Agreement. Mr. Masters is not on this list.

I declare under penalty of perjury that the foregoing is true and correct.

Executed 4 th day of September, 2012.

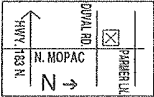


Ed Tagg

Exhibit A

To Second Tagg

Declaration

MAIN OFFICE 12012 N. MO PAC AUSTIN, TEXAS 78758		 TIME WARNER CABLE THE POWER OF YOU™ www.timewarneraustin.com		CUSTOMER LOBBY Monday - Friday 8:00 A.M. to 6:30 P.M. Saturday 9:00 A.M. to 3:00 P.M. EXCLUDING HOLIDAYS		PHONE INQUIRIES (512) 485-5555 OUTSIDE AUS. N (800) 418-8848 T.D.D. (512) 485-5833															
ACCOUNT NO. 3036309-01		JOB# 002		INSTALLER 3236		WORK DATE 10/10/09		TIME AM		CAMPAIGN											
NAME DOUGLAS MASTERS				HOME PHONE 512-249-0532				BUS. PHONE													
SERVICE ADDRESS 102 CAMELLIA DR				CITY HUTTO TX 78634				STATE TX ZIP 78634													
BILLING ADDRESS				CITY				STATE ZIP													
SPECIAL INSTRUCTIONS																					
M/A 270		SR 21 -B94		MAP R16-4A4		MU- 441		ORDER DATE 9/30/09		REP. # 70262 INSTALL/RECO											
CTM 249 0532 HSD INSTALL						WORK COMPLETED															
						RG-6 Aerial <input type="checkbox"/> New <input type="checkbox"/> Replaced RG-11 Aerial <input type="checkbox"/> New <input type="checkbox"/> Replaced RG-6 Underground <input checked="" type="checkbox"/> New <input type="checkbox"/> Replaced RG-11 Underground <input type="checkbox"/> New <input type="checkbox"/> Replaced Addset With Wire <input checked="" type="checkbox"/> 7H038 Existing AO <input checked="" type="checkbox"/> IH001 New AO <input checked="" type="checkbox"/> ID519 Wall Drop <input type="checkbox"/> Floor Drop <input type="checkbox"/> Existing HSD AO <input type="checkbox"/> New HSD AO <input type="checkbox"/>															
New Tag # 3977856																					
SERVICES																					
1. Digital <input checked="" type="checkbox"/> 6. HSD <input type="checkbox"/> 11. HBO <input type="checkbox"/> 16. <input type="checkbox"/> 2. Standard <input type="checkbox"/> 7. Wireless <input type="checkbox"/> 12. Max <input type="checkbox"/> 17. <input type="checkbox"/> 3. Basic <input type="checkbox"/> 8. Sports <input type="checkbox"/> 13. Showtime <input type="checkbox"/> 18. <input type="checkbox"/> 4. DVR <input type="checkbox"/> 9. Int'l <input type="checkbox"/> 14. Starz <input type="checkbox"/> 19. <input type="checkbox"/> 5. HD <input type="checkbox"/> 10. Movie Pak <input type="checkbox"/> 15. TMC <input type="checkbox"/> 20. <input type="checkbox"/>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; text-align: center;">PENDING SERVICES</td> <td style="width:25%; text-align: center;">INSTALLED</td> <td style="width:25%; text-align: center;">EQUIPMENT RENTAL</td> <td style="width:25%; text-align: center;">RETURNED</td> </tr> <tr> <td colspan="4"> <table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> ---SERVICES--- HR001 RR RES 0 0 1 0 HR034 TURBOADDON 0 0 1 0 IB010 SINGLE PLAY (HSD) IH001 INSTALL MODEM/SOFTWARE IH038 SF PRIMARY UNDERGROUND DA </td> <td style="width:50%; vertical-align: top;"> <div style="font-size: 2em; font-family: cursive;">001B07FFA07E</div> <div style="font-size: 1.2em; font-family: cursive;">IH038, IH001 ID519</div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> PRICES INCLUDE TAXES AND/OR FRANCHISE FEES CONNECTION CHARGES \$ 39.99 DEPOSIT \$.00 FIRST MONTH SERVICE \$ 54.10 PREVIOUSLY PAID \$ AC TOTAL BALANCE DUE \$ 032712 </div> </td> </tr> </table> </td> </tr> </table>												PENDING SERVICES	INSTALLED	EQUIPMENT RENTAL	RETURNED	<table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> ---SERVICES--- HR001 RR RES 0 0 1 0 HR034 TURBOADDON 0 0 1 0 IB010 SINGLE PLAY (HSD) IH001 INSTALL MODEM/SOFTWARE IH038 SF PRIMARY UNDERGROUND DA </td> <td style="width:50%; vertical-align: top;"> <div style="font-size: 2em; font-family: cursive;">001B07FFA07E</div> <div style="font-size: 1.2em; font-family: cursive;">IH038, IH001 ID519</div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> PRICES INCLUDE TAXES AND/OR FRANCHISE FEES CONNECTION CHARGES \$ 39.99 DEPOSIT \$.00 FIRST MONTH SERVICE \$ 54.10 PREVIOUSLY PAID \$ AC TOTAL BALANCE DUE \$ 032712 </div> </td> </tr> </table>				---SERVICES--- HR001 RR RES 0 0 1 0 HR034 TURBOADDON 0 0 1 0 IB010 SINGLE PLAY (HSD) IH001 INSTALL MODEM/SOFTWARE IH038 SF PRIMARY UNDERGROUND DA	<div style="font-size: 2em; font-family: cursive;">001B07FFA07E</div> <div style="font-size: 1.2em; font-family: cursive;">IH038, IH001 ID519</div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> PRICES INCLUDE TAXES AND/OR FRANCHISE FEES CONNECTION CHARGES \$ 39.99 DEPOSIT \$.00 FIRST MONTH SERVICE \$ 54.10 PREVIOUSLY PAID \$ AC TOTAL BALANCE DUE \$ 032712 </div>
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Notice Relating to 911 Services

The Digital Phone voice-enabled cable modem is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 services will not be available. The Digital Phone Terms of Service prohibit moving the voice-enabled cable modem to a new address. If you do so, Enhanced 9-1-1 services will not operate properly as emergency operators will be unable to accurately identify the caller's address in an emergency. If you would like to establish service at a new address you must call Time Warner Cable.

My initials on this Work Order indicates that I have read, understood, and acknowledge the above 9-1-1 Notice.

WORK STATUS

LEVELS: 2 ☒ 72 ☒ 79 ☒ 115 ☒ 4 ☒ **NEW SUB PACKET**
☐ NOT DONE RSN
☐ CHG IN TASK
☐ T/C REPORTED

DATE **10/10/09** TIME **10:05-11:30** INSTALLER NO. **3236**

ACCEPTANCE

My signature on this work order indicates that I have received and agreed to the terms of the Time Warner Cable Residential Services Subscriber Agreement, separately provided to me by Time Warner Cable, including Section 14 of the Time Warner Cable Residential Services Subscriber Agreement, which provides that the parties desire to resolve disputes relating to those Agreements through arbitration. I acknowledge that by agreeing to arbitration, I am giving up various rights, including the right to a trial by jury. The terms of the Time Warner Cable Residential Services Subscriber Agreement, including the sections specified herein, are incorporated into this work order by reference as if set out in full herein.

Customer Signature

Date

State/Driver's License No.

Exhibit B

To Second Tagg

Declaration

P00001-0037251

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ACCOUNT SUMMARY

Page 1 of 3

Payments Received	Payments Through	Balance Due	Due Date
\$56.37CR	04/30/10	\$56.37	05/26/10

Account Summary

Account #**303630901**
 00000000000000000000303630901
 Customer Code: 7504

Service Address: 102 CAMELLIA DR HUTTO TX 78634

PREVIOUS BALANCE	\$56.37
PAYMENTS	(\$56.37) CREDIT
MONTHLY CHARGES	\$53.98
FEES AND TAXES	\$2.39
Total Amount Due	\$56.37

For your convenience, you may make payments free of charge at any of our customer service lobbies or with PayXpress at timewarnercentral.com/payxpress. You may also make payments at any participating HEB, Fiesta Mart, Money Box or UT Co-Op. To make a payment with a Time Warner Cable Customer Care professional for a \$5.75 fee, please call 512-485-5555 or 1-800-418-8848 outside of Austin. To avoid this fee, please use our automated payment system.

See Page 2 For Account Details

HOW TO REACH US

For your convenience, we are available to you
 24 hours a day, seven days a week.

Customer Service	485-5555
Cable Technical Support	485-5555
En Español	485-5555
TTY	485-5833
On Line Support	485-5555

To pay your bill online visit us at
timewarneraustin.com/PayXpress

Please detach and enclose this coupon with your payment.



Account Number

303630901

Payment Due Date

05/26/10

Balance Due

\$56.37

P.O. BOX 85100
 AUSTIN, TX 78708-5100

Sign up today for **PayXpress**
 (See reverse side for information)

**Please allow 7 - 10 days for delivery and payment processing.
 See reverse side for more convenient payment options.



15342 1 AV 0.335

0015342 S1 T61



DOUGLAS MASTERS
 102 CAMELLIA DR
 HUTTO TX 78634-4519



TIME WARNER CABLE
 PO BOX 660097
 DALLAS, TX 75266-0097



07150001700303630901940005637

P00001-0037251



ACCOUNT DETAILS

Page 2 of 3

IMPORTANT CUSTOMER INFORMATION

Quality customer service is our number one priority. So that we may better serve you, customer service representatives are available to answer your call 24 hours a day, seven days a week including holidays at 512-485-5555, or 1-800-418-8848 outside Austin. Problems relating to the quality of the television signal delivered to your home should be reported as soon as possible. Most service outages that affect several customers are repaired within an hour. If you are ever without service for more than 24 hours after reporting the problem, please call to request a credit.

Any time you are not satisfied with the service you receive, please ask a supervisor for assistance or notify the Customer Service Manager at:

Customer Service Manager, Time Warner Cable
P.O. Box 85100
Austin, TX 78708-5100

For prompt response, please do not include correspondence with bill payments, which are mailed directly to our bank. Cable service prices and programming are subject to change. Basic service is included with all service levels and may be purchased separately. Standard is included with Digital Service. You may request blocking of channels to which you do not subscribe. There is no charge for this service. Monthly service charges are billed in advance and are due by the date indicated on the bill. Customers with past due balances are subject to a \$7.00 late fee and will be restricted from ordering pay-per-view and additional monthly services. It is the customer's responsibility to report billing errors immediately upon receipt so that service levels can be verified. Time Warner Cable is not responsible for billing errors not reported within 90 days of billing. Failure to receive a bill does not release a customer from payment obligations. Returned payments are subject to a \$25.00 processing fee and may be resubmitted.

Customers are responsible for monthly service charges until Time Warner Cable is notified of a disconnect order. You may terminate service any time provided that a 48-hour notice is given prior to the requested date. Upon termination of service and return of any rental equipment, customers with a credit balance of \$3 or more will receive a refund within 45 days. Balances of less than \$3 will be refunded upon request or retained as required by state law until escheated to the State of Texas.

For information on any upcoming programming changes please consult the Legal Notices published in the Austin American-Statesman on the first and third Monday each month and on our website at www.timewarnercable.com.

Simplify your life with PayXpress:

Pay your Time Warner Cable bill automatically each month using your bank account, debit or credit card. Just complete the PayXpress form below to sign up for this service:

A Customer Code is a unique identifier that we use to ensure the protection of your personal information. You will have to enter your customer code during the Digital Phone Statement registration process, which you will have to complete before you can view your Time Warner Cable Digital Phone call details online.

Service Period 05/10/10 through 06/09/10

Previous Balance \$56.37

PAYMENTS:

04/26 Payment-Thank You \$56.37CR

ON-LINE SERVICE:

05/10-06/09 Road Runner \$43.99

05/10-06/09 Turbo Charged Road Runner \$9.99

SUBTOTAL **\$53.98**

FEES AND TAXES:

State and Local Sales Tax \$2.39

SUBTOTAL **\$2.39**

TOTAL BALANCE DUE **\$56.37**

CLOSED CAPTIONING: To report a technical issue, call (800)418-8848, fax (512)485-6109, or email ctx.a.support@twcable.com. Send written complaints to Monique Crawford, Administrator, Legal Affairs: 13820 Sunrise Valley Drive, Herndon, VA 20171; fax (704)697-4935; or twc.closedcaptioningissues@twcable.com. For questions about written complaints ONLY, call (877)276-7432.

Federal Universal Service Fund: This charge is to recover the amount that telephone service providers must contribute to the Federal Universal Service Fund, which helps keep local phone rates affordable for all Americans.
Emergency 911 Surcharge: This charge is billing on behalf of your local community, which has asked you to pay a small charge each month to assist in providing for emergency 911 service in your community.

Local Franchising Authority: HUT10 P.O. BOX 280 HUT10, TX 78634-0280 CUID# TX1244

Customer name	Time Warner account number
Service address (Street/City/State/ZIP)	Area code + home phone
Social security or drivers license number	Date
I authorize Time Warner Cable and the financial institution below to transfer (debit) money for the indicated account for full payment of my Time Warner Cable bill.	
Electronic Transfer from Checking or Savings account. (voided check required)	Charge my monthly service to my Credit Card:
Financial institution name	Name as it appears on card
Bank routing number (9 digits - always the first group of numbers on check)	Credit card account number
Checking or savings account number (5-15 digits)	Expiration date
Signature (required)	Signature (required)
<input type="checkbox"/> Check here if you would like to continue receiving a monthly statement.	

WAR008-P01006 (10/06)
20-W-3.5-3/2C

P00001-0037252



Page 3 of 3

When you provide a check as payment, you authorize us either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If your payment is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the payment plus any applicable fees. The use of a check, whether paper or electronic, is your acknowledgement and acceptance of these terms and conditions.

You have a new Time Warner Cable subscriber agreement, which contains an arbitration clause and other important terms. You can review the new agreement and, if you wish, 'opt out' of the arbitration clause at <http://help.twcable.com/html/policies.html>.

Exhibit C

To Second Tagg

Declaration



**TIME WARNER CABLE
RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT**

We provide you with our Services on the condition that you comply with our Customer Agreements. These agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully.

- Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.
- Your Work Order. This document identifies the Services you receive.
- Terms of Service. This document contains information about your Services and TWC's policies relating to such matters as billing and customer service.
- Acceptable Use Policy. The "do's" and "don'ts" for use of our Services.
- Addendums. You may have agreed to an Addendum to this Agreement when you signed up for a special service, like our Wireless Data Service, or a special package like our Price Lock Guarantee.

By signing your Work Order or using our Services, you accept (in other words, make legally binding) these Customer Agreements. Our website always contains the most current versions of our Customer Agreements. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.

THIS AGREEMENT CONTAINS A BINDING "ARBITRATION CLAUSE," WHICH SAYS THAT YOU AND TWC AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF THIS PART OF THE AGREEMENT. SEE SECTION 15.

Capitalized terms used in this Agreement have special meanings, which are contained in Section 16. By accepting our Services, you agree with TWC as follows:

1. Your Financial Responsibilities

(a) You must pay for the Services you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. If you have any questions about our prices or fees, please contact your local TWC office.

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

- a late fee;
- a field collection fee, if we accept payment at your home;
- amounts we spend, including reasonable attorney's fees, to collect the money you owe us.

Our late fee and field collection fee charges are available from your local TWC office. You confirm that such fees are reasonable in light of our costs in collecting past due amounts.

(c) If we suspend any of your Services for failure to pay amounts you owe us or for violating our Customer Agreements, we may require that you pay us a fee for restoring your Service.

(d) If your check to us “bounces” (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

(e) We may verify your credit standing, including through credit reporting agencies.

(f) We may require a deposit or other guaranteed form of payment (for example, a credit card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(g) You authorize us to accept (and charge you for) any orders or requests made through your Services or from your location. For example, if someone in your home makes a long distance Digital Home Phone call or requests a pay channel like HBO, you are responsible for the resulting charges.

(h) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers.

(i) You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

(j) Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what fees, taxes and surcharges to collect from you. You waive (in other words, you are not eligible to receive) a refund of any fees that we collect from you and pay to any government or agency. You can receive a list of the fees, taxes and surcharges we collect from: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

(k) You cannot settle amounts you owe us by writing “paid in full” or any other message on your bill or check.

(l) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and to continue to use the account as before.

(m) If a third party sues TWC based on your use of our Services (for example, claiming theft or copyright violation based on something you posted on-line using our HSD Service), you will indemnify us (in other words, make us whole) for any losses, including reasonable attorneys’ fees, that we suffer.

2. Your Responsibilities Regarding Equipment

(a) You will allow us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you and your neighbors. If you stop receiving Services from us, you may terminate these rights by giving us one year's advance notice. You confirm that you are authorized to grant the rights described in this paragraph.

(b) After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

(c) We can make changes to Equipment and Software through downloads from our network or otherwise. If you have a third party device (for example, a "Tru2way" device) attached to our Customer Use Equipment, we or the device manufacturer may from time to time download software to the device, which may change its features and functionality.

(d) You may not move our Customer Use Equipment to any location other than the location where you initially received the Services. This is true even if you have moved to a new location and continue to pay us for the Services. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the Customer Use Equipment.

(e) You must return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission to retrieve the Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

(f) If the Customer Use Equipment is lost, stolen or damaged, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Customer Use Equipment is available on request from your local TWC office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

(g) The Customer Use Equipment we provide to you always belongs to us. This includes Customer Use Equipment that is lost, stolen or damaged and that you reimburse us for. If you recover previously lost or stolen Customer Use Equipment for which you reimbursed us during the prior year, you will return the Customer Use Equipment to us and we will return the money you paid to us.

3. Your Right to Use our Services and Property is Limited

(a) The Services we provide and the way we deliver them will change from time to time, in part due to our efforts to improve them. These changes may impact the Services you receive today, or may require that you change your own equipment or its configuration, or lease new or additional Customer Use Equipment from us, to continue to obtain the full benefit of those Services. If you are under a promotional or other offering with a set price for a period of time, you are assured only that you will be charged the set price during the time specified.

You are not assured that the Services you receive (or that our equipment and system requirements) will remain the same.

(b) The Services are for your reasonable, personal non-commercial use only. You may not provide the Services to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you use a home wireless network with the Services, you will establish and use a secure password or similar means of limiting access to the members of your household.

(c) If you knowingly access Services that you have not paid for, or damage or alter our Equipment (or use third party equipment) in order to obtain Services that you have not paid for, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or imprisonment. We can always enforce our rights with respect to theft of or tampering with our Services.

(d) You are only allowed to use our Software and other intellectual property (for example, our name and logo) as needed to receive our Services.

(e) We will conduct maintenance from time to time that may interrupt the Services.

4. Special Information for Digital Home Phone Subscribers

(a) Our service cable modem is electrically powered, and Digital Home Phone service, including home security services, may not operate in the event of an electrical power outage. If a power outage occurs in your home and if your cable-modem is equipped with a battery, it may enable back-up service for a limited period of time or not at all, depending on the circumstances. If your local TWC system loses power or experiences other service issues, the battery in your cable modem, if any, will not provide back-up service and Digital Home Phone will not be available.

(b) If you intend to use the Digital Home Phone Service with a home security or medical monitoring system, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider in order to test your system's operation with the Digital Home Phone Service.

(c) The cable modem that we provide to you is linked to the address on your Work Order. If you call 911, emergency personnel will respond to that address. If you move the cable modem to another address, emergency personnel may not be able to locate you if you call 911.

(d) If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact your local TWC office for more information. Other than these credits, we have no liability with respect to directory listings.

(e) Ensuring that your address is correctly listed with 911 databases normally takes between 24 and 120 hours from the time that you subscribe to Digital Home Phone service. Enhanced

911 service (which includes your address information) will not be available until such databases are updated.

5. Special Information for HSD Subscribers

(a) We may use Network Management Tools to make our Services operate efficiently.

(b) Each HSD Service level may have a Maximum Throughput Rate, a Bandwidth Limit or other characteristics. For more information, please review our Acceptable Use Policy or contact your local TWC office.

(c) We can set or change the Maximum Throughput Rate, Bandwidth Limit or other characteristics of any HSD Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting HSD Service level. For example, if we set or change the Bandwidth Limit that applies to your HSD Service level and you exceed the limit, we may suspend your HSD Service, reduce your Maximum Throughput Rate or charge you for your excess usage. You may need to subscribe to a more expensive HSD Service level or pay for additional bandwidth to avoid suspension or slower HSD Service. We will notify you of any new or changed Bandwidth Limit (or any material reduction in the previously published Maximum Throughput Rate) for your HSD Service level and any related terms.

(e) We may monitor your bandwidth usage patterns and your compliance with our Customer Agreements.

(f) The HSD Service will attain Maximum Throughput Rate only in bursts and not on a guaranteed or consistent basis. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of the equipment at your location, our use of Network Management Tools, data volume and congestion on our network and the Internet, the time of day you are using the HSD Service, the performance of the website servers you try to access, and the priority we give to our business subscribers' data traffic.

(g) If you send or post materials through the HSD Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we may (but have no duty to) delete the materials, block access to them or cancel your account.

(h) The HSD Service requires the use of a cable modem. We will provide you with a cable modem or you may obtain one separately. If you use a modem that we have not approved for use on your TWC system, the HSD Service may not work properly. For a list of TWC-approved modems, see http://help.rr.com/HMSFaqs/e_rr_modems.aspx.

(i) Your OLP may have one or more separate agreements, policies or other terms covering some of your rights and obligations with regard to the HSD Service (for example, dial-up or wireless access to your OLP email). If your HSD Service is terminated, you should contact your OLP to ensure that these other services are properly continued or discontinued.

6. Objectionable Material and Parental Controls

(a) Our Services make available some material that may offend you or be inappropriate for members of your household. TWC provides parental controls and other tools that can filter or block access to certain video programming and Internet content. The availability and effectiveness of these tools may vary depending on your equipment and software.

(b) Parental controls for Internet can be downloaded at <http://www.rr.com/security>. Parental controls for video programming generally require that you lease a set-top box from us. For more information, please contact your local TWC office.

(c) Even if you use the parental controls we provide, your household may be exposed to materials you find objectionable.

7. If You Have Service Problems, You May Be Entitled to a Credit

(a) We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace other equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local TWC office.

(b) TWC has no liability for service interruptions except that, if you lose all Video, HSD or Digital Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.

(c) We have no obligation to compensate you for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(d) Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in your area, we will follow the law.

(e) Our Services may not work with equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

8. We May Change our Customer Agreements

(a) We may change our Customer Agreements by amending the on-line version of the relevant document. Unless you have entered into an Addendum that ensures a fixed price for a period of time (for instance, a Price Lock Guarantee Addendum), we may also change the prices for our services or the manner in which we charge for them.

(b) If you continue to use the Services following any change in our Customer Agreements, prices or other policies, you will have accepted the changes (in other words, made them legally binding). If you do not agree to the changes, you will need to contact your local TWC office to cancel your Services.

(c) Any changes to our Customer Agreements are intended to be prospective only. In other words, the amended version of the relevant document only becomes binding on you as of the date that we make the change.

9. We May Enforce our Customer Agreements

(a) If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of your Services without prior notification.

(b) We do not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

10. Our Services are Not Guaranteed and Our Liability is Limited

(a) OUR SERVICES ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CAN NOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

(b) EXCEPT FOR THE DIRECTORY LISTING SERVICE CREDITS DESCRIBED IN SECTION 4 AND THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, TWC WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), EQUIPMENT OR SOFTWARE. IN NO EVENT WILL TWC BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

(c) THE SERVICES, EQUIPMENT AND SOFTWARE, AND THE COMMUNICATIONS YOU MAKE USING THEM, MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. TWC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO YOUR SERVICES, EQUIPMENT, COMMUNICATIONS OR DATA.

(d) OUR SERVICES, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT, SOFTWARE AND DATA. TWC IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, WE MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD PARTY DEVICE THAT YOU HAVE CONNECTED (OR AUTHORIZED TWC TO CONNECT) TO OUR NETWORK, DOWNLOAD SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. TWC IS NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

11. Your Privacy Rights and Obligations

(a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice.

(b) It is our practice to give each new customer our Subscriber Privacy Notice at installation and to provide all customers with our Subscriber Privacy Notice at least annually. You may obtain the Subscriber Privacy Notice at <http://help.twcable.com/html/policies.html> or from your local TWC office.

(c) When you or members of your household use our interactive features, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our Subscriber Privacy Notice.

(d) TWC may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

(e) You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

12. You are Consenting to Phone and Email Contact

(a) We may call any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal "do not call" lists. However, if you ask to have your number placed on our "do not call" list, we will not call you at that number for marketing purposes. To have your number placed on our "do not call" list, contact your local TWC office.

(b) We may email or text you using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. You are responsible for any related charges (for example, charges for incoming text messages on your wireless phone). If you ask to have your address placed on our "do not email" list, we will not email or text marketing messages to you at that address. To have your address placed on our "do not email" list, contact your local TWC office.

(c) We may use automated dialing systems or artificial or recorded voices to call you.

13. You are Consenting to Use Electronic Notices and Communications

(a) TWC may provide notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

(b) We may ask you to provide consents or authorizations, including by electronic means (for instance, using your remote control to purchase a VOD movie, receive information regarding

an advertiser's products or "opt in" to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

14. You are Agreeing to Limit the Time You Have to Bring a Legal Action

You waive (in other words, give up) the right to commence any proceeding against TWC if the relevant events occurred more than one year earlier. This waiver is not enforceable, and the normal statute of limitations in your area will apply, if you notified TWC in writing of the events giving rise to the proceeding within one year of their occurrence.

15. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration

(a) Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. As an alternative, you may bring your claim in your local "small claims" court, if its rules permit it.

(b) You may bring claims only on your own behalf, and not on behalf of any official or other person, or any class of people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court. You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement. The arbitrator will decide whether a dispute can be arbitrated.

(c) The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or TWC requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

(d) Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator's costs for which you would normally be responsible. If TWC wins the arbitration, you will reimburse us for these advances. TWC will, of course, pay any fees or costs required under the law where you live.

(e) You may opt out of this agreement's arbitration provision. If you do so, neither you nor TWC can require the other to participate in an arbitration proceeding. To opt out, you must notify TWC in writing within 30 days of the date that you first became subject to this arbitration provision. You must use one of these addresses to opt out:

Time Warner Cable
60 Columbus Circle, Rm 16-364
New York, NY 10023
Attn: Arbitration Opt-out

or

<http://www.timewarnercable.com/arbitrationoptout>

You must include your name, address and TWC account number and a clear statement that you wish to opt out of this Agreement's arbitration obligation.

(f) If the prohibition against class action and other claims brought on behalf of third parties contained in Section 15(b) is found to be unenforceable, then all of Section 15 will be null and void. This arbitration clause will survive the termination of your Services.

16. Definitions

(a) "Agreement" means this Residential Services Subscriber Agreement, as amended from time to time.

(b) "Bandwidth Limit" means the aggregate amount of upstream and downstream data that a high-speed data customer may send and receive in a prescribed period (for example, a monthly billing period).

(c) "Customer Agreements" refers to the agreements, notices and policies described in the introduction to this Agreement.

(d) "Customer Use Equipment" means the converter boxes, cable modems, remote controls and other pieces of equipment that we provide to you for use inside your premises to receive the Services (and that you must return to us if the Service is cancelled).

(e) "Dispute" means any dispute, claim, or controversy between you and TWC regarding any aspect of your relationship with us, including those based on events that occurred prior to the date of this Agreement.

(f) "Equipment" means Customer Use Equipment and other equipment utilized in connection with the Services. Equipment does not include wiring on your premises and does not include your equipment (for example, your TV or computer).

(g) "HSD Service" and "High Speed Data Service" means our broadband Internet service and wireless data services as well as any OLP's service you receive through our systems.

(h) "including" or "include" means inclusion without limitation.

(i) "Maximum Throughput Rate" means the highest Throughput Rate that is provided by your level or tier of HSD or Wireless Data Service, without use of our Power Boost feature. Our Power Boost feature may provide additional bursts of download speed over and above your Maximum Throughput Rate but only during the initial part of a download.

(j) "Network Management Tools" are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy. Examples of some Network Management Tools can be found in our Acceptable Use Policy. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.

(k) "OLP" or "On-line Provider" means a provider of on-line services that you may purchase with our broadband Internet service but that does not itself provide Internet connectivity.

(l) "Services" refers to the services you buy from us. These may include video, high speed data, wireless data and Digital Home Phone services, as well as equipment-based services like DVR service.

(m) "Software" refers to the software we provide to you in connection with the Services. This also includes any executable code we provide for use on our Equipment.

(n) "Throughput Rate" refers to the rate at which data can be transferred between your location and our facilities over a given period of time. The Throughput Rates that we mention in our marketing and other materials refer to our Maximum Throughput Rates.

(o) "TWC" means Time Warner Cable Inc. and the local TWC-affiliated cable operators that provide our Services, or any cable operator to whom we assign this Agreement.

(p) "Video Service" refers to the video and/or audio programming Services we provide, including VOD offerings.

(q) "Work Order" means the TWC work or service order that identifies the Services you receive. You were probably provided with your Work Order when we initiated or last serviced your account but if you require a copy, please contact your local TWC office.

17. Term of Agreement; Termination of Service

(a) This Agreement remains in effect until either of us terminates it.

(b) We may terminate your Service at any time for any or no reason.

(c) If you wish to terminate Services, you must notify us and provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover our Equipment.

(d) You cannot terminate Services by writing "canceled" or any other message on your bill or check.

18. You May Not Transfer Your Rights or Responsibilities to Another Person

Except with our consent, you may not transfer or assign (in other words, make another person legally responsible for) the Services, the Customer Use Equipment or your obligation to comply with our Customer Agreements.

19. What Happens if the Law in Your Area Conflicts with our Customer Agreements

(a) Our Customer Agreements may be the subject of legal requirements that apply where you live. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

(b) If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 15 regarding Arbitration.

20. What Happens if There is a Conflict between our Customer Agreements

(a) The Customer Agreements constitute the entire agreement between you and TWC. You are not entitled to rely on any agreements or undertakings made by TWC personnel other than those contained in the Customer Agreements.

(b) If we have provided you with a non-English translation of any our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with TWC and will control in the event of a conflict. The translation is provided as a convenience only.

(c) In the event of a conflict between the terms of this Agreement and your Work Order, then the terms of this Agreement control.

(d) In the event of a conflict between the terms of this Agreement and the terms of any Addendum or the Terms of Service, the Addendum or Terms of Service, as applicable, control.